

DVHA Routing Form

Revision Date 5/1/12

Type of Agreement: Contract Agreement #: 23392 Form of Agreement: New Amendment #: _____

Name of Recipient: Maximus Human Services, Inc. Vendor #: 10226

Program Manager : Laurie Sabens - DCF Phone #: 828-4615

Agreement Manager: Sawyer Joecks Phone #: 879-5922

Brief

Explanation of Agreement: Analysis to disassemble healthcare eligibility from ACCESS, AHS's outdated eligibility system

Start Date: November 13, 2012 End Date: May 31, 2013 Maximum Amount: \$427,686.00

Amendments Only: _____ Maximum Prior Amount: _____ Percentage of Change: _____

Bid Process (Contracts Only): ☒ Standard ☐ Simplified ☐ Sole Source ☐ Statutory ☐ Master Contract SOW

Funding Source

Federal	\$414,855.42		
General Fund	\$12,830.58		

Contents of Attached Packet

- ☒ AA-14 ☒ Attachments A, B, C & F ☐ Attachment G - Academic Research
☐ Sole Source Memo ☒ Attachment D - Modifications to C & F ☐ MOU
☒ Qualitative/Justification Memo ☐ Attachment E - Business Associate Agreement ☐ Other:

Reviewer	Reviewer Initials	Date In	Date Out
DVHA Grant & Contract Administrator	Kate Jones	K.J.	Nov 08, 2012
DVHA BO	Jill Gould	J.G.	Nov 08, 2012
DVHA Commissioner or Designee	Mark Larson, Commissioner	M.L.	Nov 08, 2012
AHS Attorney General	Seth Steinzor, AAG	S.S.	Nov 09, 2012
Following Approvals for Contracts Only:			
AHS CIO	Angela Rouelle	A.R.	Nov 09, 2012
AHS Central Office	Martha Giglio	E-Signed by Martha Giglio on 2012-Nov-09	Nov 09, 2012
AHS Secretary	Doug Racine, Sec	E-Signed by Jim Giffin on 2012-Nov-09	Nov 09, 2012

Vision Account Codes: \$414,855.42: 3410010000/22005/507600/41609 \$12,830.58: 3410010000/10000/507600/41609

☐ FFATA Entry ☐ Grant Tracking Module Vision PO #: 3976 Initials & Date: mk 11/27/12 Approval & B/C: df

STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION ----- Form AA-14 (8/22/11)

Note: All sections are required. Incomplete forms will be returned to department.

I. CONTRACT INFORMATION:

Agency/Department: AHS/ DVHA Contract #: 23392 Amendment #:
 Vendor Name: Maximus Human Services, Inc. VISION Vendor No: 10226
 Vendor Address: 1891 Metro Center Drive, Reston, VA 20190
 Starting Date: 11/13/2012 Ending Date: 5/31/2013 Amendment Date:
 Summary of agreement or amendment: Information Technology services for AHS eligibility systems

II. FINANCIAL INFORMATION

Maximum Payable: \$427,686.00 Prior Maximum: \$ Prior Contract # (If Renewal):
 Current Amendment: \$ Cumulative amendments: \$ % Cumulative Change: %
 Business Unit(s): 03410; ; - [notes:] VISION Account(s): 507600;

III. PERFORMANCE INFORMATION

Does this Agreement include Performance Measures tied to Outcomes and/or financial reward/penalties? ☒ Yes ☐ No
 Estimated Funding Split: G-Fund 3.00 % S-Fund % F-Fund 97.00 % GC-Fund % Other %

III. PUBLIC COMPETITION

The agency has taken reasonable steps to control the price of the contract or procurement grant and to allow qualified organizations to compete for the work authorized by this contract. The agency has done this through:

☒ Standard bid or RFP ☐ Simplified Bid ☐ Sole Sourced ☐ Qualification Based Selection ☐ Statutory

IV. TYPE OF AGREEMENT & PERFORMANCE INFORMATION

Check all that apply: ☐ Service ☒ Personal Service ☐ Architect/Engineer ☐ Construction ☐ Marketing
☐ Information Technology ☐ Other, describe:

V. SUITABILITY FOR CONTRACT FOR SERVICE

☒ Yes ☐ No ☐ n/a If this is a Personal Service contract, does this agreement meet all 3 parts of the "ABC" definition of independent contractor? (See Bulletin 3.5) If NO, then contractor must be paid through Payroll

VI. CONTRACTING PLAN APPLICABLE:

Are one or more contract or terms & conditions provisions waived under a pre-approved Contracting Plan? ☐ Yes ☒ No

VII. CONFLICT OF INTEREST

By signing below, I certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.

☐ Yes ☒ No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

VIII. PRIOR APPROVALS REQUIRED OR REQUESTED


☒ Yes ☐ No Agreement must be approved by the Attorney General under 3 VSA §311(a)(10) (personal service)
☐ Yes ☐ No I request the Attorney General review this agreement as to form
 No, already performed by in-house AAG or counsel: _____ (initial)
☒ Yes ☐ No Agreement must be approved by the Comm. of DII; for IT hardware, software or services and
 Telecommunications over \$100,000
☐ Yes ☒ No Agreement must be approved by the CMO; for Marketing services over \$15,000
☐ Yes ☒ No Agreement must be approved by Comm. Human Resources (privatization and retiree contracts)
☒ Yes ☐ No Agreement must be approved by the Secretary of Administration

IX. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL


A.R. M.G. E.B.

I have made reasonable inquiry as to the accuracy of the above information:

Nov 08, 2012

 E-SIGNED by Mark Larson
on 2012-Nov-08


Nov 08, 2012

 E-SIGNED by Jim Giffin
on 2012-Nov-09

Date Agency / Department Head

Date Agency Secretary or Other Department Head (if required)

Nov 09, 2012

 E-SIGNED by Seth Steinzor
on 2012-Nov-09

Date Approval by Attorney General

Date Approved by Commissioner of Human Resources

Nov 13, 2012

 E-SIGNED by Michael Clasen
on 2012-Nov-13

Nov 13, 2012

Date CIO

Date CMO

Date Secretary of Administration



State of Vermont
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston VT 05495-2807
dvha.vermont.gov

Agency of Human Services
[Phone] 802-879-5900
[Fax] 802-879-5651

MEMORANDUM

TO: Michael Clasen – Deputy Secretary, AOA **M.C.**
THROUGH: Doug Racine – Secretary, AHS **J.G.**
FROM: Mark Larson – Commissioner, DVHA **M.L.**
DATE: October 15, 2012
RE: Request to enter an agreement with Maximus, Inc. for healthcare consulting services with the Agency of Human Services healthcare eligibility systems.

Vermont currently operates a legacy mainframe eligibility and enrollment system called ACCESS. The Agency of Human Services is in the process of creating a Health Services Enterprise with a new eligibility and enrollment solution built on modern technology. AHS issued an RFP seeking to establish service agreements with one (or more) companies that can provide detailed analysis of the impacts and what steps need to be taken to “disassemble” healthcare from ACCESS.

A multi-departmental review team met to select selected Maximus, Inc. for this project. We believe that Maximus will provide Vermont with the most competent plan for transitioning ACCESS into more modern IT platforms and infrastructure. The most notable aspect of in our review of vendors was the amount of experience Maximus has with relevant projects. Several key projects in their portfolio demonstrate Maximus' ability to analyze the ACCESS system across multiple state assistance programs and AHS departments, which is a large part of the analysis required for this project. They have worked with multiple AHS departments and have a key understanding of the direction we are taking our health care system.

The oversight of this program will come from employees across multiple departments, with DVHA owning the contract and handling the financial details, and other AHS staff designated as contract and project managers. This contract complies with all mandatory provisions of AOA Bulletin 3.5. DVHA looks forward to approval of this contract.

1. **Parties.** This is a contract for personal services between the State of Vermont, Agency of Human Services (AHS) (hereafter called "State"), and Maximus Human Services, Inc., with a principal place of business in 1891 Metro Center Drive, Reston, VA 20190 (hereafter called "Contractor"). The Contractor's form of business organization is a Corporation. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is personal services generally on the subject of Information Technology (IT) consulting services for healthcare eligibility systems. Detailed services to be provided by the Contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **\$427,686.00**
4. **Contract Term.** The period of Contractor's performance shall begin on November 13, 2012 and end on May 31, 2013.
5. **Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

Approval by the Attorney General's Office is required.

Approval by the Secretary of Administration is required.

Approval by the CIO/Commissioner of DII is required.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. **Cancellation.** This contract may be cancelled by either party by giving written notice at least 30 days in advance. Notwithstanding this provision, if a governmental agency with due authority determines that a program or facility operated by the Contractor, wherein services authorized under this contract are provided, is not in compliance with State and Federal law or is operating with deficiencies the State may terminate this contract immediately and notify the Contractor accordingly. Also, in the event that federal funds supporting this contract become unavailable or are reduced, the State may cancel this contract with no obligation to pay the Contractor from State revenues.
8. **Attachments.** This contract consists of 27 pages including the following attachments, which are incorporated herein:
 - Attachment A - Specifications of Work to be Performed
 - Attachment B - Payment Provisions
 - Attachment C - Customary State Contract provisions
 - Attachment D - Modifications of Insurance
 - Attachment E - Business Associate Agreement
 - Attachment F - Customary Contract Provisions of the Agency of Human Services
 - Attachment I - Change Control Procedures

The order of precedence of documents shall be as follows:

**ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED**

A. PROGRAM BACKGROUND

The State supports ACCESS (Advanced Computer Controlled Essential Services Software), an integrated system used to determine, track, and report eligibility for health care, as well as a number of other State financial assistance programs for potential beneficiaries throughout Vermont. This system is outdated and must be replaced with a system that aligns with the State's future health care initiatives.

B. SERVICE DESCRIPTION

Service Description: Contractor shall provide systems analysis in ACCESS, and provide specific deliverables identified in the Deliverable section of this contract.

The State is seeking technical assistance with the analysis phase of disassembling health care eligibility in ACCESS without disrupting the functionality of other financial assistance programs that will remain in ACCESS. The purpose of this work is to help Systems Developers, Systems Analysts and Systems Integrators understand the present state of ACCESS functions with specific reference to Health Care and integrated eligibility.

C. SERVICE GOALS & Objectives:

- **Goals:** The goal of this contract is to provide clear and concise system documentation for the current eligibility system that is supported by the State. The deliverables will help a (separately selected) vendor choose the safest way to disable the current health care rules and functionality from ACCESS and design them to be utilized in a new eligibility system.
- **Objectives:**
 - To classify each ACCESS software module as Health Care Only ("HC") or Health Care Integrated ("HC-integrated", i.e. related to both HC and non-HC processes)
 - To update all ACCESS software metadata to reflect current functionality
 - To establish an inventory of application processes managed by ACCESS
 - To establish a relationship of application process to ACCESS software modules
 - To define the relationship of application processes to ACCESS software modules so that is available to a multi-year migration effort
 - To establish the capability to report ACCESS software associated with one or more application processes

D. SPECIFICATIONS

Service Delivery & Activities:

Project Work Plan & Schedule –

Within ten (10) days of contract start date, Contractor Project Manager will work with State Project Manager to develop a detailed project plan. This plan will include all project tasks, specific timeframes, and key milestones necessary to ensure successful project completion. During this time templates for Project Status Reports and technical documents will be reviewed and finalized. The

Deliverables (ID #1 in Attachment B)

Health Care Only Technical Documentation to include at a minimum:

- Summary visual diagrams for HC Only processes
- Narrative descriptions for HC Only processes
- Tables that include but not limited to:
 - Natural and JCL object details (name, description, type, use)
 - Process details (name, description, process objects/ components, triggers, objectives)

Task 5 – Review current ACCESS software inventory to establish application process linkage, (third iteration)

Sub-tasks

- Review HC-integrated module metadata to associate each module with one or more application processes
- Revise the designation of HC-integrated designations as needed
- Create the summary visual diagrams of the HC-integrated application processes and related modules.

Deliverables (ID #2 in Attachment B)

Health Care Integrated Technical Documentation to include at a minimum:

- Summary visual diagrams for HC Integrated processes
- Narrative descriptions for HC Integrated processes
- Tables that include but not limited to:
 - Natural and JCL object details (name, description, type, use)
 - Process details (name, description, process objects/ components, triggers, objectives)

Task 6 – Review current ACCESS HC and HC-integrated software to establish the web services data sets

Sub-tasks

- Review all the HC and HC-integrated application processes to establish the Adabas view
- Create the summary visual diagrams of the application process Adabas view

Deliverables (ID #3 in Attachment B)

Health Care Technical Data ADABAS Documentation to include at a minimum:

- Summary visual diagrams for Data integration from ADABAS
- Narrative descriptions for Data views
- Tables that include:
 - Data Views by process

Task 7 - Provide technical review of ACCESS and Adabas changes to State staff

Sub tasks (ID #4 in Attachment B)

- Teach developers about business process categorization in ACCESS
- Teach developers how to use new functionality, including:
 - business process category maintenance
 - adding, removing, and updating business processes of a module
 - business process reporting functionality
 - location of code and changes made to the system to support the new functionality

to utilize the contractor's own computers and other technology. The Contractor will have regular access to State systems or network for the duration of this contract only. Work space at State offices may be provided, if available.

Contractor will be provided with access to State's Software environments on a minimum-necessary basis. This means the Contractor will be provided with only the level of access needed to meet the requirements of this contract.

Mandatory Requirements, Standards & Targets:

Contractor shall:

- Ensure all work under this contract must be accepted and approved by the State IT Manager prior to the State being invoiced.

State shall:

- Ensure timely access to State staff during the life of the project. Timely is defined as within the same working day.
- Assign a dedicated technical point person and Project Manager for the duration of the project.

<u>The State's Contract Manager</u>	<u>The State's Project Manager:</u>
Laurie Sabens IT Director, ISD AHS, Department for Children and Families c/o 133 State Street Montpelier, VT 05602 laurie.sabens@state.vt.us 802-828-4615	Lauren McTear Senior Developer, ISD AHS, Dept. for Children and Families c/o 133 State Street Montpelier, VT 05602 lauren.mctear@state.vt.us 802-828-2682

		<ul style="list-style-type: none">• Project risks with mitigations• Change requests		
			Total	\$427,686

2. Invoices should reference this contract number, have the Contractor's official letterhead, be in itemized billing format, and submitted to:

Business Office
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, VT 054953

3. The State will remit all payments to:

MAXIMUS Human Services, Inc.
1891 Metro Center Drive
Reston, VA 20190

4. No benefits or insurance will be reimbursed by the State.

5. The total maximum amount payable under this contract shall not exceed \$427,686.00

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$N/A per occurrence, and \$N/A aggregate.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.

19. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between **the State of Vermont Agency of Human Services** ("Covered Entity") and Maximus Human Services, Inc. ("Business Associate") as of November 13, 2012 ("Effective Date"). This Agreement supplements and is made a part of the Contract to which it is an attachment.

Covered Entity and Business Associate enter into this Agreement to comply with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") including the Standards for the Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164 ("Privacy Rule") and the Security Standards at 45 CFR Parts 160 and 164 ("Security Rule"), as amended by subtitle D of the Health Information Technology for Economic and Clinical Health Act.

The parties agree as follows:

1. **Definitions.** All capitalized terms in this Agreement have the meanings identified in this Agreement, 45 CFR Part 160, or 45 CFR Part 164.

The term "Services" includes all work performed by the Business Associate for or on behalf of Covered Entity that requires the use and/or disclosure of protected health information to perform a business associate function described in 45 CFR 160.103 under the definition of Business Associate.

The term "Individual" includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

The term "Breach" means the acquisition, access, use or disclosure of protected health information (PHI) in a manner not permitted under the HIPAA Privacy Rule, 45 CFR part 164, subpart E, which compromises the security or privacy of the PHI. "Compromises the security or privacy of the PHI" means poses a significant risk of financial, reputational or other harm to the individual.

2. **Permitted and Required Uses/Disclosures of PHI.**

- 2.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying contract with Covered Entity. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

- 2.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents (including subcontractors) in accordance with Sections 8 and 16 or (b) as otherwise permitted by Section 3.

3. **Business Activities.** Business Associate may use PHI received in its capacity as a "Business Associate" to Covered Entity if necessary for Business Associate's proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as "Business Associate" to Covered Entity for Business Associate's proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if (a) Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI

receive Covered Entity's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate.

- 7.2 The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to Covered Entity.
- 7.3 The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business associate is doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR §164.404(c).
- 7.4 Business Associate shall notify individuals of Breaches as specified in 45 CFR §164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of Vermont, Business associate shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR §164.406.
8. **Agreements by Third Parties.** Business Associate shall ensure that any agent (including a subcontractor) to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity agrees in a written agreement to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. For example, the written contract must include those restrictions and conditions set forth in Section 14. Business Associate must enter into the written agreement before any use or disclosure of PHI by such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of PHI to any agent without the prior written consent of Covered Entity.
9. **Access to PHI.** Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or as directed by Covered Entity to an Individual to meet the requirements under 45 CFR 164.524. Business Associate shall provide such access in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.
10. **Amendment of PHI.** Business Associate shall make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526, whether at the request of Covered Entity or an Individual. Business Associate shall make such amendments in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.
11. **Accounting of Disclosures.** Business Associate shall document disclosures of PHI and all information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate shall provide such information to Covered Entity or as directed by Covered Entity to an Individual, to permit Covered Entity to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.

Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.

- 16.1 Business Associate shall implement and use administrative, physical, and technical safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312 with respect to the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to protect such Electronic PHI.
- 16.2 Business Associate shall ensure that any agent (including a subcontractor) to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any agent without the prior written consent of Covered Entity.
- 16.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an agent, including a subcontractor). Business Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than three (3) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.
- 16.4 Business Associate shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

17. Miscellaneous.

- 17.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Contract, the terms of this Agreement shall govern with respect to its subject matter. Otherwise the terms of the Contract continue in effect.
- 17.2 Business Associate shall cooperate with Covered Entity to amend this Agreement from time to time as is necessary for Covered Entity to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.
- 17.3 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.
- 17.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule and Security Rule) in construing the meaning and effect of this Agreement.
- 17.5 As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.
- 17.6 Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity under this Contract even

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT PROVISIONS

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the contract for provider performance using outcomes, processes, terms and conditions agreed to under this contract.
2. **2-1-1 Data Base:** The Contractor providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Contractor will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at www.vermont211.org
3. **Medicaid Program Contractors:**

Inspection of Records: Any contracts accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and Inspect and audit any financial records of such Contractor or subcontractor.

Subcontracting for Medicaid Services: Having a subcontract does not terminate the Contractor, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the Contractor or subcontractor and provide for revoking delegation or imposing other sanctions if the Contractor or subcontractor's performance is inadequate. The Contractor agrees to make available upon request to the Agency of Human Services; the Department of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all contracts and subcontracts between the Contractor and service providers.

Medicaid Notification of Termination Requirements: Any Contractor accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Department of Vermont Health Access, Managed Care Organization enrollee notification requirements.

Encounter Data: Any Contractor accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: All contractors and subcontractors must provide a security plan, risk assessment, and security controls review document within three months of the start date of this agreement (and update it annually thereafter) to support audit compliance with 45CFR95.621 subpart F, *ADP (Automated Data Processing) System Security Requirements and Review Process*.

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.** The Contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Contractor

vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

10. **Intellectual Property/Work Product Ownership.** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement - or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30 days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

The Contractor shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State.

If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor's materials.

11. **Security and Data Transfers.** The State shall work with the Contractor to ensure compliance with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Contractor of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Contractor to implement any required.

The Contractor will ensure the physical and data security associated with computer equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Contractor will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. The Contractor will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, the Contractor shall securely delete data (including archival backups) from the Contractor's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

12. **Computing and Communication:** The Contractor shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Contractor as part of this agreement. Options include, but are not limited to:

1. Contractor's provision of certified computing equipment, peripherals and mobile devices, on a separate Contractor's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act

Attachment I **Change Control Procedures**

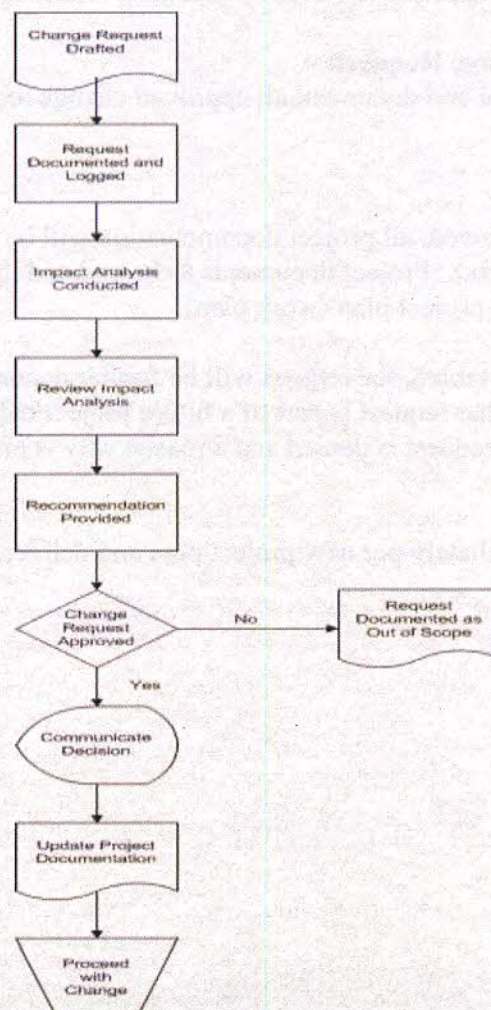
The Change Control Management Process addresses the definition of a change that will be subject to management through this process. The type of change request and related impact will determine if it is a scope change or a project change. Both scope and project changes will be evaluated for impact to any related areas of the project and tracked. Project changes will be implemented and scope changes will be logged and tracked for inclusion in future system modifications.

The change control procedures provide:

- The process for requesting a change, including the description of the business need for the change and an evaluation of the impacts of the requested change,
- The process and organizational structure for reviewing and approving a change,
- The process for communicating changes to all appropriate project personnel and system stakeholders.

By following the procedure, all project members and stakeholders are made aware of activity by other members that may inadvertently impact areas for which they are responsible.

Below you will see a basic process flow for managing change requests.



Change Control Responsibility Matrix

TASK	Contractor Project Manager	State Program Manager	State Contract Manager	State Project Manager	State Project Team
Request Documented and Logged	I	P	I	I	I
Conduct Impact Analysis	C	P	C	C	C
Review Impact Analysis	C	P	I	C	I
Provide Recommendation	I	P	I	C	I
Approve/Deny Change Request	I	P/S	I	C	C
Communicate Change Request	I	P	I	C	P
Update Project Documentation	P	P	P	P	P
Execute Change	P	P	I	C	C

P (primary responsibility)

S (sign-off responsibility)

C (must consult)

I (keep informed)